

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

CAUSE NO.: _____

STATE OF INDIANA,)
)
) Plaintiff,)
)
) v.)
)
) NATIONAL VACATIONS, INC.,)
) d/b/a HORIZON TRAVEL)
)
) and)
)
) DAVID G. VAVRO,)
)
) Defendants.)

420030612PL050045

FILED

121

DEC 12 2006

Donna Anne Sadler
CLERK OF THE
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, CIVIL PENALTIES,
CONSUMER RESTITUTION, AND COSTS**

Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §§ 24-5-0.5-1 through -12, and the Indiana Home Solicitation Sales Act, Indiana Code §§ 24-5-10-1 through 18, for injunctive relief, civil penalties, consumer restitution, and costs.

Parties

1. Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code §§ 24-5-0.5-4(c), 24-5-0.5-7(b), and 24-5-10-18(2).
2. Defendant National Vacations, Inc. is a Texas corporation engaged in the sale of travel-related products or services. Respondent maintains a principal place of business at 2415

Avenue J, Suite 114, Arlington, Texas 76006. Respondent has conducted business in Indiana using the assumed business name "Horizon Travel." Respondent was a party to consumer transactions with Indiana consumers involving the solicitation or sale of travel-related products or services, as more fully described below.

3. Defendant David G. Vavro is an individual residing in Texas, with an address of 5612 Big Fork Road, Fort Worth, Texas 76119. Respondent Vavro is the President, Director, and sole owner of National Vacations, Inc. At all times relevant to the allegations of this Complaint, Defendant Vavro directed and controlled the activities of the corporate defendant. Defendant Vavro used the corporate defendant to deceive Indiana consumers.

Facts

4. For a period during the years 2004 and 2005, Defendants engaged in transactions at one or more locations in Indiana to solicit and sell travel-related goods or services to Indiana consumers for the consumers' personal, familial, or household use.

5. As part of their solicitations, Defendants invited Indiana consumers to attend a presentation at the Doubletree Guest Suites hotel in Carmel, Indiana. The Indiana consumers to whom Defendants directed their solicitations and sales efforts did not solicit the transactions.

6. The location at which Defendants engaged in their transactions with Indiana consumers was a location different from Defendants' permanent place of business.

7. The subject of each consumer transaction between Defendants and Indiana consumers exceeded \$25.

8. Until the Attorney General intervened through an investigation into Defendants' Indiana activities, Defendants wholly failed to provide any notice to consumers with whom they

transacted business that the consumer transactions involved a statutorily-mandated cancellation right.

9. In fact, Defendants affirmatively represented to each consumer with whom they transacted business that the consumer transactions did not involve a cancellation right, as shown by the “Acknowledgement” section and item 12 of the attached Exhibit A, a two-page excerpt from a representative contract document used by Defendants in their transactions with consumers.

10. Until the Attorney General intervened, Defendants acted upon the omissions and representations described in paragraphs 8 and 9 by refusing to refund the full purchase price to any consumer who requested the same.

11. As part of their transactions with some Indiana consumers, Defendants financed the consumers’ purchase of Defendants’ goods or services.

12. As part of their financing activity, Defendants took or received consumer credit contracts in connection with the sale of their goods or services.

13. The consumer credit contracts evidencing or embodying consumers’ debts arising from transactions with Defendants failed to bear the notice, required by 16 C.F.R. 433, that would contractually preserve, against any assignee or other subsequent holder of the consumer credit contracts, the consumers’ claims and defenses against Defendants. A true and accurate copy of one such consumer credit contract is attached as Exhibit B.

14. Upon receiving complaints against Defendants from several Indiana consumers, the Indiana Attorney General opened an investigation into Defendants’ Indiana activities. At the conclusion of this investigation, the Attorney General entered into an Assurance of Voluntary Compliance (“AVC 06-040”) requiring, among other things, Defendants to refund the contract

purchase price paid by any consumer who notified Defendants of his or her intent to cancel his or her transaction with Defendants. The terms under which Defendants were to pay such refunds are contained in the attached Exhibit C, AVC 06-040, incorporated into and made a part of this Complaint.

15. Despite the terms of AVC 06-040, Defendants have failed both to timely pay refunds and to pay full refunds to consumers who have properly invoked their cancellation rights.

16. Defendants engaged in the activities described above with each of the consumers identified in the attached Exhibit D.

Violations of Indiana Law

Count I – Violations of the Home Solicitation Sales Act

17. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 16.

18. Defendants violated Ind. Code § 24-5-10-9 in each of their transactions with Indiana consumers by failing to provide any written notice to consumers advising them of their right to cancel their transactions with Defendants.

19. Defendants violated Ind. Code § 24-5-10-12 in each of their transactions with Indiana consumers by failing to timely return payments made by consumers who canceled their transactions with Defendants.

Count II – Violations of the Deceptive Consumer Sales Act

20. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 19.

21. Defendants' violations of the Indiana Home Solicitation Sales Act, identified in paragraphs 18 and 19, constitute deceptive acts under Indiana's Deceptive Consumer Sales Act, and subject Defendants to the remedies and penalties of the Deceptive Consumer Sales Act.

22. Defendants violated Ind. Code § 24-5-0.5-3(a)(8) by misrepresenting that their transactions with consumers did not involve a right to cancel the transactions.

23. Defendants violated Ind. Code § 24-5-0.5-3(a)(8) by misrepresenting that their transactions with consumers whose transactions were financed did not involve the right to assert, against assignees or subsequent holders of the consumers' consumer credit contracts, the consumers' claims and defenses against Defendants, as secured by 16 C.F.R. 433.

24. Defendants violated Ind. Code § 24-5-0.5-7(b) by failing to comply with the terms of AVC 06-040.

Count III – Incurable Deceptive Acts

25. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 24.

26. Defendants committed their violations of Ind. Code §§ 24-5-10-9, 24-5-10-12, 24-5-0.5-3(a)(8), and 24-5-0.5-7(b) as part of a scheme, artifice, or device with intent to deceive, thereby committing incurable deceptive acts under Ind. Code § 24-5-0.5-8.

Count IV – Knowing Violations of Indiana Law

27. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 24.

28. Defendants committed their violations of Ind. Code §§ 24-5-10-9, 24-5-10-12, 24-5-0.5-3(a)(8), and 24-5-0.5-7(b) with knowledge.

Relief Sought

29. Plaintiff seeks a permanent injunction against Defendants, prohibiting each from soliciting in or into Indiana or otherwise conducting business in Indiana, except as may be necessary to provide goods or services to consumers who have not opted to cancel their transactions with Defendants.

30. Plaintiff seeks an order canceling Defendants' contracts with all consumers who notified Defendants of their intent to cancel their transactions pursuant to AVC 06-040 and permanently enjoining Defendants from attempting to collect on or otherwise enforce such contracts.

31. Plaintiff seeks consumer restitution in an amount equal to the total purchase price paid by all consumers who transacted business with Defendants and who subsequently notified Defendants of their intent to cancel the transactions pursuant to AVC 06-040.

32. Plaintiff seeks civil penalties for each of Defendants' incurable deceptive acts, as alleged in paragraph 26 above, in the amount of \$500 per violation.

33. Plaintiff seeks civil penalties for each of Defendants' knowing deceptive acts, as alleged in paragraph 28 above, in the amount of \$5,000 per violation.

34. Plaintiff seeks costs of its investigation and prosecution of this matter in an amount to be determined at trial.

35. Plaintiff seeks all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Attorney General of Indiana

By: 
Justin G. Hazlett
Deputy Attorney General
Atty. No. 22046-49

Office of the Indiana Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-0167

V. ADDITIONAL PROVISIONS

By signing this Purchase Agreement, Purchaser acknowledges and agrees that the Rules and Regulations are hereby incorporated by reference into this Purchase Agreement. Purchaser further acknowledges that he/she will abide by all other terms and conditions of use, including any and all documentation provided by HORIZON TRAVEL to Purchaser.

All savings claims made by Horizon Travel are based on price comparisons with retailers doing business in the trade area in which the claims are made if the same or comparable items are offered for sale in the trade area and with prices at which the merchandise is actually sold or offered for sale.

VI. ACKNOWLEDGEMENT

I / We acknowledge that I / we have received a full copy of this PURCHASE AGREEMENT and the other documents listed in Section III above that constitute part of the agreement between myself and Horizon Travel, and Further agree to comply with all Rules and Regulations, Terms and Conditions. I / We further acknowledge that we have read and understood this Purchase Agreement. I / We have been given the opportunity to ask any and all questions we may have about this Purchase Agreement. The buyer is also aware that there is no cancellation policy. All Sales are Final.

You are not obligated to pay any money unless you sign this contract and return it to the seller.

Purchaser: REDACTED TO PROTECT PERSONAL INFORMATION Date: 2-3-05

Purchaser: Date: 2-3-05

Representative: [Signature] Date: 2/3/05

REDACTED TO PROTECT
PERSONAL INFORMATION

12) The Indiana General Statutes does not provide for an automatic period in which this contract can be rescinded or cancelled. This contract is intended to be binding from the date of signing. Indiana Law does not provide a three day right of cancellation for travel club sales. This is not a timeshare interest.

REDACTED TO PROTECT
PERSONAL INFORMATION

13) We certify that during my/our negotiations for the purchase of the Club Membership, no duress or undue influence was used by my/our representative or any other person to effect the purchase of the Club Membership. I/ We further certify that I/we are of legal age and otherwise competent to contract and that the purchase was my/own free and voluntary act.

REDACTED TO PROTECT
PERSONAL INFORMATION

14) I/We understand that all terms and conditions pertaining to the membership are contained in the Purchase Agreement, the Membership Kit and this Acknowledgement of Benefits Form. Any Modification/Addendum to these documents or the terms and conditions of this sale must be in writing and approved by the Club Member and an authorized representative of Travel Club International. I/We acknowledge that there have been no separate oral or written promises, representations, agreements or warranties between the Club and me or my sales representative.

REDACTED TO PROTECT
PERSONAL INFORMATION

15) I/We understand we are purchasing this membership as a whole. I/We are not purchasing this membership for Airfare and Hotels alone. I/We understand TCI will get the lowest published price at the time of booking.

REDACTED TO PROTECT
PERSONAL INFORMATION

16) Transferability of Your Membership – You may transfer your club Membership pursuant to the terms and conditions set forth in the Rules and Regulations.

REDACTED TO PROTECT
PERSONAL INFORMATION

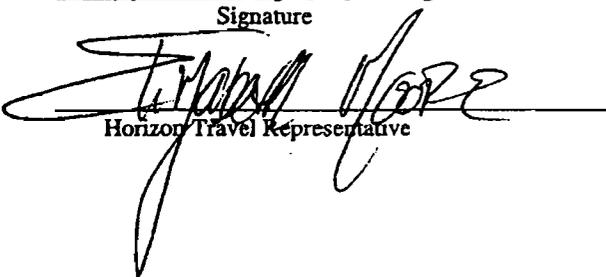
17) I/We understand that Membership is an independently owned and operated company offering travel for use exclusively by eligible Members. Any representations concerning Membership are limited to the materials provided by the Membership, including those in the Membership Kit. The Membership is not an agent for affiliated groups, or any resort, hotel or other travel group, and is not responsible for any representations or performance by them. Several vacation and travel discounts are included in my Membership package. The providers of this service reserve the right to make changes in these programs from time to time without notice.

REDACTED TO PROTECT
PERSONAL INFORMATION

2-3-05
Date

Signature

2-3-05
Date



Horizon Travel Representative

2/3/05
Date

III. DOCUMENTS CONSTITUTING AGREEMENT

The agreement between you and Horizon Travel includes only this **RETAIL INSTALLMENT CONTRACT** and the documents listed below, and further constitutes the entire agreement between the parties relating to the subject matter hereof and cancels and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to such subject matter.

- 1) The Rules and Regulations of Travel Club International
- 2) The Acknowledgement of Benefits and Services
- 3) The Promissory Note
- 4) The Federal Truth-In-Lending Disclosure
- 5) The Membership KIT

Do not sign this retail installment contract or any of the listed documents before you read them or if any one of them contains blank spaces. You are entitled to keep a copy of the entire agreement. You have the right to pay off in advance the full amount due and, under certain circumstances, may obtain a partial refund of the finance charge. You are advised to keep a copy of this retail installment contract and the documents listed above to protect your legal rights.

To contact HORIZON TRAVEL about this account call **(817) 701-0228**. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; (512) 936-7600, and can be contacted relative to any inquiries or complaints.

IV. BENEFITS & RENEWAL

I understand the benefits I am entitled to receive with my Membership in Travel Club International. I also have read and understood the Rules and Regulations and agree to abide by them. My Membership is valid for one (1) year from the date shown above. The annual dues may be changed from time to time so long as you are given notice of the change and no increase is greater than the consumer cost index. Payment of the annual dues is required for continued access to Travel Club International's benefits.

Cmifou loluibmt:

REDACTED TO PROTECT
PERSONAL INFORMATION

V. ADDITIONAL PROVISIONS

By signing this Retail Installment Agreement, Purchaser acknowledges and agrees that the Rules and Regulations are hereby incorporated by reference into this Retail Installment Agreement. Purchaser further acknowledges that he/she will abide by all other terms and conditions of use, including any and all documentation provided by the Horizon Travel to Purchaser.

Purchaser acknowledges that all financing that may be provided in connection with the purchase of a Membership in Travel Club International is the responsibility of Horizon Travel or its assigns, and all rights, responsibilities and liabilities of providing such financing shall be those of Horizon Travel or its assigns.

All savings claims made by Horizon Travel are based on price comparisons with retailers doing business in the trade area in which the claims are made if the same or comparable items are offered for sale in the trade area and with prices at which the merchandise is actually sold or offered for sale.

VI. ACKNOWLEDGEMENT

I / We acknowledge that I / we have received a full copy of this RETAIL INSTALLMENT CONTRACT and the other documents listed in Section III above, that constitute part of the agreement between myself and Horizon Travel, and Further agree to comply with all Rules and Regulations, Terms and Conditions. I / We acknowledge that we have read and understood this Purchase Agreement. I / We further have been given the opportunity to ask any and all questions we have about this Purchase Agreement. The buyer is also aware that there is no cancellation policy. All sales are Final.

You are not obligated to pay any money unless you sign this contract and return it to the seller.

Purchaser: REDACTED TO PROTECT
PERSONAL INFORMATION

Date: 11-27-04

Purchaser: REDACTED TO PROTECT
PERSONAL INFORMATION

Date: 11-27-04

Representative: *[Signature]*

Date: 11-27-04

HORIZON
TRAVEL

PROMISSORY NOTE

1997.50

Date: 11-27-04

A. IN INSTALLMENTS AS HEREIN STATED, FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of National Vacations, Inc., d/b/a Horizon Travel (a Texas Corporation), having its principal place of business at 2415 Ave J, suite # 114, Arlington, Texas 76006 and its successors and assigns ("Holder"), at the place the Holder of this Promissory Note shall designate in writing, the principal sum of Nineteen hundred and seventy dollars and 50/100 Dollars (\$ 1997.50) in 12 consecutive monthly payments, each of which shall be in the amount of \$ 166.45 except for the final payment which shall be in the amount of the then-outstanding portion of the principal together with accrued and unpaid interest thereon, each payment of which includes interest at a rate of 0 percent (%) per annum, accruing from 0 being the date on which the Purchase Agreement for the Membership was executed, which monthly payments shall commence on 1-5-05 and shall continue on the same day of each and every successive month thereafter, until 12-01-05, the date upon which this Promissory Note shall be paid in full.

B. All payments of principal and interest and the service charge shall be payable in lawful money of the United States to the order of Holder and delivered to Holder at 2415 Ave J, Suite 114, Arlington, Texas 76006, or such other place as the Holder may from time to time designate to the Maker in writing.

C. Each payment shall be credited first to late charges, collection costs, service charges and penalties, then to interest due and the remainder to principal, and interest shall thereupon cease upon the principal so credited. Unpaid interest shall bear like interest as the principal hereunder, until paid, but in no event shall the total interest charged hereunder exceed the maximum rate of interest permitted by law. Maker promises to pay Holder (i) a late charge of five percent (5%) of the installment due or \$5.00, whichever is greater, for each monthly installment more than ten (10) days in arrears and (ii) a returned check charge of \$25.00 for each occurrence in the event Maker shall pay any installment by personal check returned to Holder for failure of Maker to maintain sufficient funds in the account upon which such check is drawn. If Maker has elected to have monthly installments automatically deducted from Maker's account at his or her bank, Maker promises to pay Holder a \$25.00 charge for any automatic deduction which is rejected or otherwise "returned" by Maker's bank. Upon default in payment on any monthly installment, the entire principal amount then outstanding and accrued interest thereon shall become due and payable immediately at the option of Holder. Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance.

Makers Initial : REDACTED TO PROTECT PERSONAL INFORMATION

D. If this Promissory Note or any installment or other amount due hereunder is not paid when due, Maker promises to pay, in addition, all costs of collection and reasonable attorneys' fees incurred by Holder on account of such collection, whether or not action be instituted hereon.

E. Maker may prepay the principal amount outstanding and accrued interest thereon in whole or in part without prepayment penalty. Any partial prepayment shall be applied against the principal balance outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments.

F. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Promissory Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns. Maker waives any right of offset it now has or may hereafter have against the Holder hereof and its successors and assigns, and agrees to make the payments called for hereunder in accordance with the terms hereof. The Holder hereof and all successors thereof shall have all the rights of a holder in due course as provided in the Indiana Uniform Commercial Code and other laws of the State of Indiana.

G. Any notice, request, demand, instruction or other document to be given hereunder to any party shall be in writing and personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by mail, sent by registered or certified mail, return receipt requested, or courier as follows:

If to Maker, at the address stated below following Maker's signature, or to such other address as Maker may designate by notice to Holder.

If to Holder, at 2415 Ave J, Suite 114, Arlington, Texas 76006, or such other address as Holder may designate by notice to Maker.

Makers Initial

REDACTED TO PROTECT
PERSONAL INFORMATION

H. If Maker, without the prior written consent of Holder, sells, transfers, hypothecates, exchanges or otherwise agrees to sell by contract of sale or otherwise is divested of its ownership interest in the Membership described in the Retail Installment Contract in any manner or way, whether voluntarily or involuntarily or whether by the operation of law or otherwise, except by descent or devise, then upon the happening of any such event, the Holder may, at its option, declare all sums evidenced hereby immediately due and payable without demand or notice and irrespective of the maturity date expressed. This Promissory Note may not be assumed without the prior written consent of the Holder. Any attempt to do so shall be void. Should Holder not declare all sums due in accordance with the terms of this paragraph, then this Promissory Note may only be assumed when the following conditions have been met: credit approval of assuming party and execution of an assumption agreement.

I. Maker acknowledges and agrees that Holder, at any time and without the consent of Maker, may grant participations in or sell, transfer, assign and convey all or any portion of its right, title and interest in and to this Promissory Note.

J. This Promissory Note shall be governed by and construed in accordance with the laws of the State of Indiana. The invalidity, illegality or unenforceability of any provision of this Promissory Note shall not affect or impair the validity, legality or enforceability of the remainder of this Promissory Note, and to this end, the provisions of this Promissory Note are declared to be severable.

REDACTED TO PROTECT
PERSONAL INFORMATION

Maker

Maker's Address:

REDACTED TO PROTECT
PERSONAL INFORMATION

HORIZON TRAVEL

Federal Truth-In-Lending

Creditor: National Vacations Inc/ d/b/a: Horizon Travel, a Texas Corporation

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	AMOUNT FINANCED The amount of credit provided to you or on your behalf	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled	TOTAL SALE PRICE The total cost of your purchase on credit including your down payment of
0 %	\$ 0	\$ 1997.50	\$ 1997.50	\$ 2575.50 4573

Your payment will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
12	166.45	1-01-05
		1-01-05

- Insurance:** Neither credit life insurance nor credit disability insurance are required to obtain credit.
- Filing Fees:** \$0.00
- Late Charges:** Any payment not received within 10 days after the due date, will be charged \$5.00 or 5% of the payment due, whichever is greater.
- Prepayment:** If you pay the outstanding principal and accrued interest in whole or in part prior to the due date, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

OTHER DISCLOSURE INFORMATION

RETURNED CHECK / AUTOMATIC REJECTION CHARGE:

If you pay by check and the check is returned or if you pay by automatic deduction and the deduction is rejected, you will be charged \$25.00.

ANNUAL DUES:

Annual dues are \$ 179 for the benefit of Travel Club International.

THE UNDERSIGNED ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS DISCLOSURE

Signature: /

Print Name:

Date: //

REDACTED TO PROTECT
PERSONAL INFORMATION

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION CIRCUIT COURT

425010684PL0016695

AVC NO. 06-040

IN RE: National Vacations, Inc.)
d/b/a Horizon Travel,)
)
and)
)
David G. Vavro,)
)
Respondents.)

FILED
79 APR 21 2005
Clerk of the Court
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Stephen Carter and Deputy Attorney General Justin G. Hazlett, and Respondents, National Vacations, Inc. and David G. Vavro, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent National Vacations, Inc. is a Texas corporation engaged in the sale of travel-related products or services. Respondent maintains a principal place of business at 2415 Avenue J, Suite 114, Arlington, Texas 76006. Respondent has conducted business in Indiana using the assumed business name "Horizon Travel." Respondent was a party to consumer transactions with Indiana consumers involving the solicitation or sale of travel-related products or services.

Exhibit C (1 of 7)

2. Respondent David G. Vavro is an individual residing in Texas, with an address of 5612 Big Fork Road, Fort Worth, Texas 76119. Respondent Vavro is the President, Director, and sole owner of National Vacations, Inc.

3. The terms of this Assurance apply to and are binding upon Respondents and Respondents' agents, employees, officers, owners, representatives, assigns, and successors. Paragraphs 9 and 10 apply only to Respondents.

4. Respondents acknowledge the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 *et seq.*

5. Respondents shall cease and shall permanently refrain from conducting business in Indiana, and shall not solicit in or into Indiana. This paragraph shall not be construed to limit Respondents' continued provision of services under existing contracts to those consumers who do not cancel their contracts pursuant to the notice provided under paragraph 6 of this Assurance. For such consumers, Respondents shall conduct their business in full compliance with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*

6. Within fifteen (15) days of the Court's approval of this Assurance, Respondents shall provide to each consumer with whom they transacted business in Indiana during the period January 1, 2004 to June 30, 2005, inclusive, the written notice attached as Exhibit A to this Assurance. The envelope containing this written notice shall bear on its face only National Vacations, Inc.'s name and return address, the name "Horizon Travel," the addressee's name and address, the statement "Notice of Right to Cancel," and any other marking required by the U.S. Postal Service to ensure proper delivery. A sample envelope meeting these requirements is attached as Exhibit B. The envelope shall contain nothing besides the written notice to the

consumer. Respondents shall obtain and retain proof of mailing each notice. Respondents do not need to provide the notice described in this paragraph to consumers to whom they have already issued a full refund of the contract purchase price paid by the consumer. For the purposes of this Assurance, Respondents' provision of the notice attached as Exhibit A shall satisfy the requirements of Ind. Code § 24-5-10-9.

7. Respondents shall cancel their contract with and refund the full contract purchase price paid by each Indiana consumer who exercises his or her right to cancel in compliance with the terms of the notice provided by Respondents under paragraph 6 of this Assurance.

8. On or before 60 days from the Court's approval of this Assurance, Respondents shall provide the following information to the Indiana Attorney General:

- a. The name and address of each consumer to whom the notice under paragraph 6 was sent;
- b. The name and address of each consumer who sought to cancel his or her contract pursuant to such notice;
- c. The name of each consumer to whom Respondents made a refund, the purchase amount charged for the consumer's contract, and the amount refunded to the consumer;
- d. The name of each consumer who sought to cancel his or her contract but to whom no refund was paid, as well as an explanation for why no refund was paid.

9. Upon signing this Assurance, Respondents shall pay the amount of thirty thousand dollars (\$30,000.00) to the Indiana Attorney General for attorney fees and investigative

costs, consumer education, litigation, or other consumer protection purposes as allowed by state law at the discretion of the Attorney General.

10. Upon signing this Assurance, Respondents shall pay to the Indiana Attorney General five thousand dollars (\$5,000.00) as costs of the Indiana Attorney General's investigation of this matter.

11. Respondents shall not represent that the Indiana Attorney General approves or endorses Respondents' past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

12. Respondents shall fully cooperate with the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives against them.

13. This Assurance does not constitute an admission of guilt or liability by Respondents.

14. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

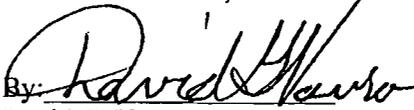
DATED this 18 day of April, 2006.

STATE OF INDIANA
STEPHEN CARTER
Attorney General of Indiana

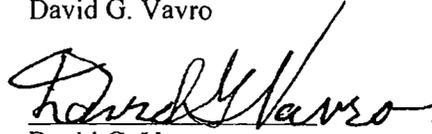
By: 
Justin Mazlett
Deputy Attorney General
Attorney No. 22046-49
Office of the Indiana Attorney General
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone (317) 232-0167

RESPONDENTS

National Vacations, Inc

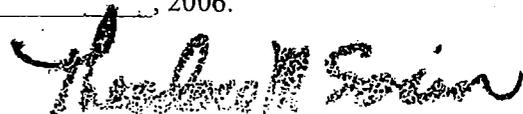
By: 
David G. Vavro
President

David G. Vavro


David G. Vavro

APR 21 2006

APPROVED this _____ day of _____, 2006.


Judge, Marion Circuit Court

[DATE]

Dear Member:

On August 17, 2005, you were sent a notice of a right to cancel your membership contract with Horizon Travel. In an effort to ensure that you are fully advised of your rights under Indiana law, this is a second notice regarding your right to cancel your contract with Horizon Travel in return for a refund of the contract price that you paid.

Please ignore this notice if you do not wish to cancel your contract. If you wish to cancel, you must follow the steps outlined below.

STEPS YOU MUST TAKE IF YOU WISH TO CANCEL AND RECEIVE A REFUND

1. Send a letter or postcard with your name and address and the statement "I wish to cancel my contract with you and receive a full refund" **by certified mail, return receipt requested**, to Horizon Travel, 2415 Avenue J, Suite 114, Arlington, TX 76006.
2. Send the letter or postcard **no later than three days from the date you received this notice**.
3. *So that you have proof that you have sent this letter or postcard, you should request that your post office issue you a mailing receipt or some other form of confirmation of the date you send the letter or postcard.*

STEPS WE MUST TAKE IF YOU FOLLOW THE STEPS ABOVE AND PROVIDE US WITH NOTICE OF YOUR DESIRE TO CANCEL

1. Within ten days of receiving your notice to cancel, we will refund the full amount you paid to purchase your Horizon Travel membership.

We greatly value you as a member of Travel Club International. We value your membership and encourage you to maximize your club benefits by frequently visiting our website and contacting our office to hear about the latest and greatest benefits we offer with your membership. We look forward to your continued membership and hope that you will continue to enjoy the services and value that your Travel Club International membership provides for many years to come.

Sincerely yours,

Horizon Travel

Horizon Travel
2415 Avenue J, Suite 114
Arlington, TX 76006

Notice of Right to Cancel

RUDY GENGENBACH
9160 BAYBERRY BEND #103
FORT MYERS FL 33908

Exhibit B

Exhibit C (7 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71071	THOMAS	ADAMS	CHERYL	ADAMS		INDIANAPOLIS	IN	
TCI71118	PATRICK	ALBRECHT	WANNA	ALBRECHT		CARMEL	IN	
TCI71132	ROGER	ALDRIDGE	REBECCA	ALDRIDGE		INDIANAPOLIS	IN	
TCI71035	MELVIN	ARMSTRONG	LINDA	ARMSTRONG		CARMEL	IN	
TCI71227	RICHARD	ARNOLD	JAN	ARNOLD		INDIANAPOLIS	IN	
TCI71086	FLOYD	ATKINS	JANET	ATKINS		MARTINSVILLE	IN	
TCI71222	WAYNE	AUGER	BARBARA	AUGER		DANVILLE	IN	
TCI70062	ROBERT	BAILEY	JACQUELINE	BAILEY		CARMEL	IN	
TCI71128	BASIL	BAKER	SHARA	BAKER		ARCADIA	IN	
TCI71238	RONALD	BALES	SHIRLEY	BALES		DANVILLE	IN	
TCI71220	JERRY	BARKER	SUSAN	BARKER		MCCORDSVILLE	IN	
TCI71158	DON	BARNHART	MONA	BARNHART		CAMBY	IN	
TCI71166	MARK	BARTELS	SHERRY	BARTELS		INDIANAPOLIS	IN	
TCI71111	DAVID	BATIE	MARY	BATIE		INDIANAPOLIS	IN	
TCI71135	MELVIN	BEASLEY	STEPHANIE	BEASLEY		INDIANAPOLIS	IN	
TCI71230	TIM	BENNETT	JOY	BENNETT		MOORESVILLE	IN	
TCI71022	ROBERT	BIR	DIANE	BIR		PENDLETON	IN	
TCI71199	WILLIAM	BIRSFIELD	JACKIE	BIRSFIELD		SHERIDAN	IN	
TCI71033	ALBERT	BLAKE	ELLEN	BLAKE		INDIANAPOLIS	IN	
TCI71076	DAVID	BLISH	MARY LOU	BLISH		FISHERS	IN	
TCI71156	JAMES	BOHRER	SARAH	BOHRER		BROWNBURG	IN	
TCI71029	DOUGLAS	BOWEN	CONSTANCE	BOWEN		FISHERS	IN	
TCI71301	CHARLES	BOWMAN	GLORIA	BOWMAN		PLAINFIELD	IN	
TCI71133	FREDRICK	BOYD	ELAINE	BOYD		INDIANAPOLIS	IN	
TCI71004	ARTHUR	BREWER	LINDA	BREWER		INDIANAPOLIS	IN	
TCI71221	NEVA	BROOKS				INDIANAPOLIS	IN	
TCI71100	ADONIS	BROWN	SHARON	BROWN		MCCORDSVILLE	IN	
TCI71150	DONALD	BROWN	LINDA	BROWN		ANDERSON	IN	
TCI71094	PETER	BRUINSMA	MARY	BRUINSMA		INDIANAPOLIS	IN	
TCI71003	BERNARD	BRUNER	JEAN	BRUNER		INDIANAPOLIS	IN	
TCI71226	JONES FAMI	BUILDERS	C/O MICHAEL	& JONES		INDIANAPOLIS	IN	
TCI71181	JAMES	BURGETT	MARTHA	BURGETT		INDIANAPOLIS	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (1 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71019	MONTY	BURRESS	TONYA	BURRESS		KOKOMO	IN	
TCI71120	MARSHALL	BURTON	MARGARET	BURTON		INDIANAPOLIS	IN	
TCI71114	THOMAS	BYFIELD	JUDITH	BYFIELD		INDIANAPOLIS	IN	
TCI71207	NORBERT	CAMERON	LAURA	CAMERON		INDIANAPOLIS	IN	
TCI71190	DAN	CARPENTER	THNOMJIT	CARPENTER		BLOOMINGTON	IN	
TCI71177	JAMES	CARRELL	CHRISTI	CARRELL		BROWNSBURG	IN	
TCI71087	MICHAEL	CARTER	ADRIENNE	CARTER		WHITESTOWN	IN	
TCI71080	RON	CASH	FRANCES	CASH		LAWRENCEBURG	IN	
TCI71146	PAUL	CATLIN	JANE	CATLIN		WESTFIELD	IN	
TCI71053	GARY	CHAMP	JANE	CHAMP		LUCERNE	IN	
TCI71054	HANS	CHANDRA	JYATSHA	CHANDRA		CARMEL	IN	
TCI71182	ROGER	CLARK	AURELIA	CLARK		RICHMOND	IN	
TCI71290	RAY	CLIFT	SHRILY	PAQUETTE		INDIANAPOLIS	IN	
TCI71098	STAN	COHEE	ANITA	COHEE		FISHERS	IN	
TCI71211	RON	COLLINS	BECKY	COLLINS		ANDERSON	IN	
TCI71106	FRED	COMAR	SHEROLYNN	COMAR		WESTFIELD	IN	
TCI71127	GARY	COOK	KIM	COOK		INDIANAPOLIS	IN	
TCI71188	JAMES	COURTS	ABBY	COURTS		WESTFIELD	IN	
TCI71027	TRACY	CUNNINGHAM	DIANA	CUNNINGHAM		CARMEL	IN	
TCI71228	EDWARD	DAVIS	JANICE	DAVIS		INDIANAPOLIS	IN	
TCI71041	JOHN	DAVIS	KATHY	DAVIS		BROWNSBURG	IN	
TCI71006	SHAWN	DAVISON	JUDITH	ERRICKSON		INDIANAPOLIS	IN	
TCI71201	JERALD	DAY	MARTHA	DAY		INDIANAPOLIS	IN	
TCI71175	CAROLYN	DEDERER				INDIANAPOLIS	IN	
TCI71162	CARL	DENIS	SHIRLEY	DENIS		PLAINFIELD	IN	
TCI71168	ROBERT	DICK	CAROL	DICK		FORT WAYNE	IN	
TCI71015	ELMER	DIXON	DEDRA	DIXON		CONNERSVILLE	IN	
TCI71002	CRAIG	DOERNER	JOEANNE	DOERNER		INDIANAPOLIS	IN	
TCI71223	ROBERT	DRAKE	KIM	DRAKE		SHELBYVILLE	IN	
TCI71145	BRIAN	DUCKWORTH	CINDY	DUCKWORTH		INDIANAPOLIS	IN	
TCI71303	BRIAN	EADS	SCHEREE	EADS		ZIONSVILLE	IN	
TCI71305	JOHN	EDMONDSON	CONSTANCE	EDMONDSON		INDIANAPOLIS	IN	
TCI71219	MICHAEL	ELDRIDGE	SUSAN	ELDRIDGE		CUTLER	IN	
TCI71176	MARVIN	ELROD	SHARON	ELROD		BATTLE GROUND	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (2 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71085	K. JOE	ELTZROTH	DIANE	ELTZROTH		INDIANAPOLIS	IN	
TCI71173	STEVE	EMMONS	VICKI	EMMONS		NEW PALESTINE	IN	
TCI71185	DAVID	ERICSSON	ELIZABETH	ERICSSON		DANVILLE	IN	
TCI71092	DESIREE	FANCHER				INDIANAPOLIS	IN	
TCI71236	DEAN	FAULKNER	CAROL	FAULKNER		MARTINSVILLE	IN	
TCI71096	DANNY	FENNELL	LINDA	FENNELL		SCOTTSBURG	IN	
TCI71102	ANTHONY	FLEMING	GEWEN	FLEMING		SAGINAW	MI	
TCI71148	DWIGHT	FORTUNE	VIRGINIA	FORTUNE		INDIANAPOLIS	IN	
TCI71037	DARRELL	FRAZIER	ANITA	FRAZIER		KOKOMO	IN	
TCI71151	BERNIE	FRYE	KAREN	FRYE		INDIANAPOLIS	IN	
TCI71214	GENE	FULLER	JUDITH	FULLER		INDIANAPOLIS	IN	
TCI71129	VICTOR	GALLIVAN	ELIZABETH	GALLIVAN		CARMEL	IN	
TCI71115	RUDY	GENGENBACH	EVELYN	GENGENBACH		FORT MYERS	FL	
TCI70087	GREGORY	GETZ	MARY JO	GETZ		RUSHVILLE	IN	
TCI71113	TIM	GILLIAM	ELENA	GILLIAM		CARMEL	IN	
TCI71295	RONALD	GILMORE	JANICE	GILMORE		INDIANAPOLIS	IN	
TCI71070	JEFF	GIYER	RUTH	GIYER		INDIANAPOLIS	IN	
TCI71017	DALE	GLADY	ANGELA	DILLON		INDIANAPOLIS	IN	
TCI71126	MILLARD	GOGGIN	BETTY	GOGGIN		CAMBRIDGE CITY	IN	
TCI71073	TOM	GOIN	DAWN	GOIN		TRAFALGAR	IN	
TCI71052	BILL	GORDON	CHERISE	GORDON		INDIANAPOLIS	IN	
TCI70091	RANDALL	GRANDSTAFF	RHONDA	GRANDSTAFF		KEMPTON	IN	
TCI71215	MOSES	GRAY	ANN	GRAY		INDIANAPOLIS	IN	
TCI70098	PAUL	GREEN	SARAH	GREEN		CARMEL	IN	
TCI71144	KEN	GREENE	HARRIET	GREENE		FISHERS	IN	
TCI71103	STEPHEN	GREENE	JESSICA	MEEDER		NOBLESVILLE	IN	
TCI71083	CRAIG	HAMMER	MARCIA	HAMMER		GREENWOOD	IN	
TCI71297	TODD	HARPOLD	SHARON	HARPOLD		THORNTON	IN	
TCI70096	JAMES	HARPOLE	CONSTANCE	HARPOLE		INDIANAPOLIS	IN	
TCI71171	JAMES	HARTSOUGH	SHIRLEY	HARTSOUGH		TIPTON	IN	
TCI71030	JOHN	HEALY	JUDY	HEALY		ZIONSVILLE	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (3 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71024	WINSTON	HELTON	JUDY	HELTON		GREEN FIELD	IN	
TCI71101	ROD	HERVEY	CAROL	HERVEY		GREENWOOD	IN	
TCI71160	MIKE	HICKAM	KATIE	HICKAM		PLAINFIELD	IN	
TCI71020	RITA	HICKMAN				INDIANAPOLIS	IN	
TCI71239	DAMAN	HILL	NANCY	HILL		MUNCIE	IN	
TCI71104	DARRELL	HILL	SHAWNA	HILL		NOBLESVILLE	IN	
TCI71138	RON	HOHMANN	DEBRA	HOHMANN		GREENWOOD	IN	
TCI71110	DAVON	HOLDREN	ELLIE	HOLDREN		DUNKIRK	IN	
TCI71010	CLARENCE	HOOSIER	BRENDA	HOOSIER		INDIANAPOLIS	IN	
TCI71008	THOMAS	HOSKINS	ROSSLYN	HOSKINS		PLAINFIELD	IN	
TCI71140	RON	HOUCHIN	DONNA	HOUCHIN		LAUREL	IN	
TCI71161	DALE	HOVELSON	KAREN	HOVELSON		GREENWOOD	IN	
TCI71025	PERRY	HOVERMALE	MARILYN	BAKER		MARION	IN	
TCI71067	THOMAS	HUDSON	JACQUELINE	HUDSON		ANDERSON	IN	
TCI71099	JORGE	HUESCA	TERESA	HUESCA		FRANKFORT	IN	
TCI71089	BRENDA	JACOBS				INDIANAPOLIS	IN	
TCI71191	DAVID	JEFFERSON	PAT	JEFFERSON		PLAINFIELD	IN	
TCI71298	ARNOLD	JOBS	JOYCE	JOBS		CARMEL	IN	
TCI71125	EDDIE	JOHNSON	MARGARET	ADAMEK		INDIANAPOLIS	IN	
TCI71078	VERNON	JOHNSON	JOYCE	JOHNSON		COLDWATER	OH	
TCI70094	CHARLES	JONES	CYNTHIA	PEELER		INDIANAPOLIS	IN	
TCI71021	PHILLIPPE	JONQUET	ROSELIE	JONQUET		CARMEL	IN	
TCI71069	GARY	KELLER	JACQUELINE	CARR		ZIONSVILLE	IN	
TCI71116	ANTHONY	KENNER	ESTHER	KENNER		INDIANAPOLIS	IN	
TCI71043	ROBERT	KLIMASZERSKI	DEBORAH	KLIMASZERSKI		INDIANAPOLIS	IN	
TCI70092	JAMES	KRAMPEN	LINDA	KRAMPEN		BROWNSBURG	IN	
TCI71077	LOU	KRITZ	LORAIN	KRITZ		INDIANAPOLIS	IN	
TCI71121	RON	LAMMOTT	JOYCE	LAMMOTT		PERSHING	IN	
TCI71163	DAVID	LAW	KATHY	LAW		INDIANAPOLIS	IN	
TCI71159	KEVIN	LEE	STACEY	LEE		INDIANAPOLIS	IN	
TCI71142	CAROLYN	LEISURE				SCOTTSBURG	IN	
TCI71001	NEIL	LENNERTZ	JILL	RATLIFF		INDIANAPOLIS	IN	
TCI71237	FREDERICK	LEVENHAGEN	JOYCE	LEVENHAGEN		WESTFIELD	IN	
TCI71058	GREG	LIGHTFOOT	LAURA	LIGHTFOOT		GREENWOOD	IN	
TCI71082	PAUL	LINDQUIST	KAREN	LINDQUIST		LEWISBURG	OH	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (4 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71095	ROY	LOCKHART	NANCY	LOCKHART		WESTFIELD	IN	
TCI71302	TINA	LONG				KOKOMA	IN	
TCI71231	LANCE	LUKINS	JEANNIE	LUKINS		WHITELAND	IN	
TCI71119	JERRY	LYNN	CHRISTY	LYNN		FISHERS	IN	
TCI71031	JOHN	MADDEN	DIANA	MADDEN		INDIANAPOLIS	IN	
TCI71056	WILBU	MAKEMSON	VIRGINIA	MAKEMSON		WILLIAMSPORT	IN	
TCI71204	DOMINGO	MALDONADO				INDIANAPOLIS	IN	
TCI71057	JOHN	MARJANCIK	SHARON	MARJANCIK		BROWNSBURG	IN	
TCI71034	GENE	MARKLE	ISABELLA	MARKLE		PENDETON	IN	
TCI71155	MIKE	MASSA	JANICE	MASSA		AVON	IN	
TCI71081	CHESTER	MAYFLOWER	MARGARET	MAYFLOWER		AVON	IN	
TCI71012	STEVE	MCCLOSKEY	JENNIFER	MCCLOSKEY		FISHERS	IN	
TCI71153	JOHN	MEAL	TERRI	MEAL		FAIRLAND	IN	
TCI71194	KERRY	METTERT	CAROL	METTERT		WESTFIELD	IN	
TCI71108	JAMES	METZ	SABRINA	CHILDERS		CONVERSE	IN	
TCI71172	RICHARD	MEURY	MARCIA	MEURY		ZIONSVILLE	IN	
TCI71032	RAY	MILEJZAK	WENDY	MILEJZAK		CARMEL	IN	
TCI70084	BRAD	MILLIKAN	PAM	MILLIKAN		SHERIDAN	IN	
TCI71208	CHARLES	MINCH	CAROL	MINCH		FORTVILLE	IN	
TCI71091	LINDA	MINGER				INDIANAPOLIS	IN	
TCI71186	ROBERT	MITCHELL	JANICE	MITCHELL		PITTSBORO	IN	
TCI71292	GREGORY	MONFREDA	DEIKA	MANFREDA		INIANAPOLIS	IN	
TCI71164	VENICE	MORRISON	SUNELL	MORRISON		CLOVERDAL	IN	
TCI71050	MICHAEL	MYERS	BERNADEAN	MYERS		GREENWOOD	IN	
TCI71169	TYLER	NALLY	TREVA	NALLY		INDIANAPOLIS	IN	
TCI71198	DAVID	NEAL	MELODY	NEAL		FRANKFORT	IN	
TCI71212	TIM	NEED	ANNE	NEED		INDIANAPOLIS	IN	
TCI71117	DONALD	NOEL	LINDA	NOEL		CARMEL	IN	
TCI71195	J.D.	NUNN	NORMA	NUNN		ANDERSON	IN	
TCI71205	RONALD	OALDON	MARILYN	OALDON		ANDERSON	IN	
TCI71059	VERLIN	OLDFATHER	CAROLYN	OLDFATHER		OAKLANDON	IN	
TCI71007	WILLIS	OVERTON	NANCY	OVERTON		INDIANAPOLIS	IN	
TCI71124	TED	PALMER	MARY	PALMER		CARMEL	IN	
TCI71197	ROBERT	PARDUE	DEBORAH	PARDUE		INDIANAPOLIS	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (5 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI70095	MARK	PAYNE	JENNIFER	PAYNE		CARMEL	IN	
TCI71193	CHARLES	PEETZ	LINDA	PEETZ		LEBANON	IN	
TCI71097	MARK	PETERSON	ALICE	PETERSON		STANFORD	IN	
TCI71028	BARBARA	PFARR	DAVIDS	PFARR		INDIANAPOLIS	IN	
TCI71167	DEAN	POWELL	VERA	POWELL		FISHERS	IN	
TCI71229	CALVIN	PUGH	RENEE	PUGH		INDIANAPOLIS	IN	
TCI71000	SHARON	QUERRY	DEBBIE	SMITH		MARTINSVILLE	IN	
TCI71063	JOHN	RAINEY	JOANN	RAINEY		MUNCIE	IN	
TCI71036	ROBERT	RATHBURN	SUELLEN	RATHBURN		INDIANAPOLIS	IN	
TCI71165	DAN	RIDDELL	CHERYL	RIDDELL		BRAZIL	IN	
TCI70099	JAMES	ROBINSON	CAROLYN	ROBINSON		NOBLESVILLE	IN	
TCI71047	TROY	ROBISON	CARLA	ROBISON		GALVESTON	IN	
TCI71023	ROBERT	ROLLINS	LORI	ROLLINS		INDIANAPOLIS	IN	
TCI71065	C. WILLIAM	ROSTISER	DEBBIE	ROSTISER		CARMEL	IN	
TCI71136	JOSEPH	RUFFIN	TERESA	RUFFIN		ZIONSVILLE	IN	
TCI71192	GREG	RUSSELL	LAURA	RUSSELL		GREENFIELD	IN	
TCI71196	JOE	SAMRETA	SHANNON	SAMRETA		BROWNSBURG	IN	
TCI71210	BURL	SANDEFUR	SHARON	SANDEFUR		EDINBURGH	IN	
TCI71179	ANDREW	SANDLER	PAMALA	SANDLER		INDIANAPOLIS	IN	
TCI71184	JERRY	SANDY	BARBARA	SANDY		CARMEL	IN	
TCI71088	BRUCE	SCHEER	DONNA	SCHEER		RICHMOND	IN	
TCI71139	JOSEPH	SCHWER	DOROTHY	SCHWER		WESTFIELD	IN	
TCI71084	CARL	SEYERLE	DAWN	SEYERLE		CAMBY	IN	
TCI71174	RICHARDSON	SHANLEY	CAROLE	SHANLEY		INDIANAPOLIS	IN	
TCI71042	MIKE	SHANNON	JUDY	SHANNON		BROWNSBURG	IN	
TCI71234	SAMUEL	SHEPARD	SALLY	SHEPARD		LEBANON	IN	
TCI71055	JOHN	SHIFFER	HELEN	SHIFFER		INDIANAPOLIS	IN	
TCI71040	MICHAEL	SIMMONS	JOELLEN	SIMMONS		CARMEL	IN	
TCI71011	GARY	SLOAN	REBECCA	SLOAN		INDIANAPOLIS	IN	
TCI71079	TOM	SMITH	DEB	SMITH		NOBLESVILLE	IN	
TCI71122	GARY	SOBCZAK	JANE	SOBCZAK		AVON	IN	
TCI71143	TED	SPEICHER	SANDY	SPEICHER		NAPPANEE	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (6 of 7)

Paragraph 8(a)

AcctNo	FirstName1	LastName1	FirstName2	LastName2	Address1	City	State	Zip
TCI71066	GEORGE	STAVROPOUL	PATRICIA	STAVROPOUL		ANDERSON	IN	
TCI71062	DENNIS	STEWART	MARY ANN	STEWART		CARMEL	IN	
TCI71203	THOMAS	STINE	SARA	STINE		KAKOMO	IN	
TCI71300	JAMES	STRICKLAND	KATHRYN	STRICKLAND		INDIANAPOLIS	IN	
TCI71152	DOUG	STROUP	KIMBERLY	STROUP		TIPTON	IN	
TCI71147	TERRY	SUTTNER	MARGO	SUTTNER		CARMEL	IN	
TCI71016	CARL	TAYLOR	LINDA	TAYLOR		INDIANAPOLIS	IN	
TCI71075	WILLIAM	TERRY	PATRICIA	TERRY		INDIANAPOLIS	IN	
TCI71072	TONY	THEURER	SUSIE	THEURER		MARION	IN	
TCI71154	DEAN	THOMPSON	LOU ANN	THOMPSON		VANICE	FL	
TCI71074	TODD	TWOREK	ANGELIA	TWOREK		TRAFALGAR	IN	
TCI71293	CARL	UNGER	CECELIA	UNGER		NOBLESVILLE	IN	
TCI71131	FRED	VAN DEVANDI	BECKY	VAN DEVANDE		FISHERS	IN	
TCI71009	BARBARA	VANCE	JEFF	PIPER		INDIANAPOLIS	IN	
TCI71183	TRACY	WARNER	PATRICK	WARNER		NOBLESVILLE	IN	
TCI71178	GEORGE	WAYBRIGHT	MARY	WAYBRIGHT		CARMEL	IN	
TCI71068	GUY	WEBER	DONNA	WEBER		KNOX	IN	
TCI71213	PAT	WELCH	BETH	WELCH		CARMEL	IN	
TCI70093	TODD	WENTICO	RISE	FRIEDMAN		INDIANAPOLIS	IN	
TCI71123	BETTY	WILLIAMS				FISHERS	IN	
TCI71048	ROBERT	WILLIAMS	CATHERINE	WILLIAMS		NOBLESVILLE	IN	
TCI71051	THOMAS	WILLIAMSON	BARBARA	WILLIAMSON		INDIANAPOLIS	IN	
TCI70090	RAY	WILMORE	MARGARET	WILMORE		GREENFIELD	IN	
TCI70079	BARBARA	WILSON	JOHN	WILSON		INDIANAPOLIS	IN	
TCI71149	ERIC	WISEMAN	MICHELLE	WISEMAN		GREENWOOD	IN	
TCI71038	JAMES	WOOD	JERRIE	WOOD		NEW CASTLE	IN	
TCI71225	STEPHEN	WOODRUFF	KATHY	WOODRUFF		GREENSBURG	IN	
TCI71134	JEFFREY	ZIMMERMANN	KATHY	ZIMMERMANN		INDIANAPOLIS	IN	
TCI71200	RONALD	ZINK	BARBARA	ZINK		WEST POINT	IN	

REDACTED TO PROTECT
PERSONAL INFORMATION

REDACTED TO PROTECT
PERSONAL INFORMATION

Exhibit D (7 of 7)